

JANUARY 10, 2006 AGENDA REPORTS

Agenda Item No. 6a.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0001

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Highland Springs 3rd Addition (south of Central, west of 135th St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On May 20, 2003, the City Council approved a Petition to construct a sanitary sewer in Highland Springs 3rd Addition. The developer has submitted a new Petition that modifies the improvement district and adds a main benefit fee to the project budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located south of Central, west of 135th St. West.

Financial Considerations: The existing Petition totals \$179,000. The new Petition totals \$196,204. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 6b.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0002

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain for Falcon Falls 2nd, 3rd and Commercial Additions (north of 45th St. North, west of Hillside (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On August 16, 2005, the City Council approved a Petition to construct a storm water drain for Falcon Falls 2nd Addition and two unplatted tracts. The developer has submitted a new Petition to update the improvement district to reflect recent platting activity. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve new residential and commercial developments located north of 45th St. North, west of Hillside.

Financial Considerations: The project budget is unchanged.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 6c.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0003

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving and Water Improvements in Krug North 2nd Addition (north of 21st, west of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the New Petitions.

Background: On August 2, 2005, the City Council approved paving and water petitions for Krug North 2nd Addition. The developer has submitted new petitions that modify the projects for marketing purposes. The new Petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide paving and water improvements within a residential development located north of 21st, west of 143rd St. East.

Financial Considerations: The original Petitions total \$1,167,000. The new Petitions total \$1,269,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 6e.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0005

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving, Sanitary Sewer and Water Improvements in Country Hollow Addition (south of Kellogg, east of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide paving, sanitary sewer and water improvements within a residential development located south of Kellogg, east of 127th St. East.

Financial Considerations: The Petitions total \$1,871,000. The funding source is special assessments except for the water projects, which include \$33,500 paid by the Water Utility for oversizing the lines to serve future development outside the improvement districts.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Agenda Item No. 8a.

CITY OF WICHITA
City Council Meeting

January 10, 2006

Agenda Report No. 06-0006

TO: Mayor and City Council Members

SUBJECT: Agreement with Chisholm Creek Condominiums HOA for Waiver of Penalties and Interest on Unpaid Special Assessments

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve agreement with Chisholm Creek Condominiums Homeowner's Association setting out a schedule for payment of past due special assessments and waiving accrued penalties and interest if such payments are made as scheduled.

Background: A clerical mistake at the County resulted in several years of special assessments against common areas in the Chisholm Creek Condominiums development going unpaid by the Chisholm Creek Condominiums HOA. There is currently \$8,612.26 owing as special assessments against the HOA's property. Interest and penalties total \$14,891.23.

Analysis: The HOA has asked that the City waive the penalties and interest and permit the HOA to make the past due payments in installments over the next 5 years. An agreement has been prepared which would accomplish this.

Financial Considerations: The penalties and interest collected by the County on these special assessments are retained by the County and don't get paid over to the City. The cost to the City of agreeing to this arrangement is the delay in the payment of the principal and interest on the bonds issued to finance the improvements for which these assessments were levied. This cost is minimal.

Legal Considerations: The Law Department has prepared and approved as to form an agreement to accomplish the arrangement explained above.

Recommendations/Actions: Approve the Agreement and authorize the Mayor to sign.

Agenda Item No. 8b.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0007

TO: Mayor and City Council

SUBJECT: Municipal Court Interactive Voice Response (IVR) System

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: On May 18, 2004, Agenda Report No. 04-0519 (attached) was presented to and approved by the City Council to select Frank Solutions Company (now entitled First Data Government Solutions, Inc.) for the Municipal Court's Interactive Voice Response (IVR) System. Interactive Voice Response systems are a technology that allows callers to interact with information systems via the telephone. Many organizations and citizens utilize IVR systems on a daily basis to perform functions vital to their business. IVR systems are available 7 days a week, 24 hours a day improving customer service capabilities of the organization. A Court IVR system will enable citizens to determine the amount of traffic and parking fines due and to pay the fine over the telephone, and, with the implementation of the IVR system, payments by telephone will be simultaneously recorded in the public safety system without the intervention of a customer service clerk. Additionally, the system will enable citizens to gain general information about the Court, allow attorneys to enter their appearance on a court case and to schedule a court hearing. The system will also be used to call citizens to remind them of probation reporting and court dates and of outstanding warrants.

Implementation of the Interactive Voice Response System has been delayed due to implementation of upgrades to the public safety system and contractual negotiations

Analysis: On April 2, 2004, the IT/IS Advisory Board considered and approved the Municipal Court project and recommended its approval by the City Council. With an IVR system the Court will increase information availability from 8 – 5 Monday through Friday to 24 hours a day, 7

days a week, significantly reduce a high call abandonment rate, and improve customer service capabilities of the Court.

Financial Considerations: In 2004, the total expenditure for these services was presented and approved by Council with a “not to exceed \$256,000” clause. However, due to the complexity of writing the a program by the Public Safety System vendor to interact with the IVR system, the cost has increased to provide these services but will not exceed \$286,700; one hundred thirty four thousand four hundred thirteen dollars (\$134,413) to contract with First Data Government Solutions, Inc., and the remaining funds (\$152,274) to be paid to Northrop Grumman Company to write a program that will interact with the Interactive Voice Response System. The purchase of the IVR project will be made according to the Purchasing Ordinance 38-122(g), relating to high technology items. The sources of these funds are the Municipal Court Project account, and the ongoing estimated annual maintenance expenses of \$23,000 are in the Municipal Court budget.

Legal Considerations: The Law Department has reviewed and approved the contracts as to form.

Recommendations/Actions: It is recommended the City Council approve the revised expenditure costs, approve the necessary fund transfers, and authorize the necessary signatures.

Agenda Item No. 8c.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0008

TO: Mayor and City Council

SUBJECT: Contract with Hardlines Design Company for Historic Dunbar Theater Reuse Feasibility / Implementation Plan (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: City Council Consent

Recommendation: Approve the contract and authorize the appropriate signatures.

Background: On December 13, 2005, the City Council approved the selection of Hardlines Design Company for services in preparing the Historic Dunbar Theater Reuse Feasibility / Implementation Plan and authorized staff to negotiate a not-to-exceed contract of \$35,000 to perform the work.

Analysis: A contract for professional services has been negotiated with Hardlines Design Company in the amount of \$35,000 to perform all services required to prepare the Historic Dunbar Theater Reuse Feasibility / Implementation Plan.

Financial Considerations: Funding for this project has been identified in the recently approved 2005-2014 Capital Improvement Program. Council has already approved a home rule bonding ordinance for this project.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the contract with Hardlines Design Company and authorize the appropriate signatures.

Agenda Item No. 8d.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0009

TO: Mayor and City Council

SUBJECT: North Area Sanitary Sewer – Supplemental Agreement (District VI)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendations: Approve the Supplemental Agreement with MKEC Engineering Consultants, Inc. for the North Area Sanitary Sewer.

Background: On September 14, 2004, the City Council approved a Contract with MKEC Engineering Consultants, Inc. to provide engineering and design services for the North Area Sanitary Sewer. The North Area Sanitary Sewer will serve an area bound by West Street, the Little Arkansas River on the east, one-half mile north of 61st Street North, and approximately one-fourth mile south of 53rd Street North.

MKEC initially proposed a single sewer pump station to be designed and constructed at, or near, the Moorings housing development lift station near Meridian and Driftwood. This location would have allowed a temporary connection to the Moorings force main from the new sewer pump station.

Analysis: Negotiations with property owners for obtaining a site for the pump station began early in 2005. Due to the uncertainty of plans for future development near the pump station, Staff instructed MKEC to revise their design plans to accommodate owners' concerns of sharing land with a sewer pump station. After several attempts to acquire land to construct the North Area Sewer, Staff renegotiated with a land owner to relocate the sewer pump station near Meridian and 51st Street North. The location of the new site is compatible for future connections into the proposed North Sewage Treatment Plant site, approved by the City Council on April 19, 2005.

MKEC attended meetings with Staff to amend the project and meet the needs of the property owners. On November 15, 2005, following a final attempt to purchase land for the pump station, City Council approved purchasing a site by condemnation, if necessary. A site has since been purchased without having to condemn land and is scheduled to close January 10, 2006.

The relocated sewer pump station design mandates that changes be made to the design of the North Area Sewer. A gravity sewer pipe was designed from the existing pump station north along Meridian to the new proposed location. In addition, a sewer force main was designed south along Meridian to tie into the existing sewer force main at the existing pump station. The final design for the acquired site is included in the amended scope of work.

The amended Contract will include the following:

1. Revise design concept and interceptor system to include a larger service area.
2. Revise pump station design to suitably fit the residential/commercial setting.
3. Revise design to accommodate new pump station location in the vicinity of 51st Street with changes to the interceptor system plans to collect wastewater to the new site and to connect the new force main to the existing force main pipe approximately 4,300 feet south of the new site.
4. Provide support for meetings and property acquisition.

Financial Considerations: The cost for the amended scope of services will not exceed \$158,226 for the design services. Funding is available in North Area Sanitary Sewer, a subproject of CIP S-5.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement with MKEC Engineering Consultants, Inc. and authorize the necessary signatures.

Agenda Item No. 8e.

City of Wichita
City Council Meeting

January 10, 2006

Agenda Report No. 06-0010

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the Greenwich Road, between 13th and K-96 Freeway (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On May 4, 2004, the City entered into an Agreement with Professional Engineering Consultants, P.A. (PEC) for designing improvements to Greenwich Road from the 13th Street North to the north ramp of K-96. The fee was \$292,800.

Analysis: The northern limit of the project has been extended north to 27th St. North. A supplemental agreement has been prepared to authorize payment of the additional design work.

Financial Considerations: Payment to PEC for the Supplemental Agreement will be made on a lump sum basis of \$50,000 and will be paid by General Obligations Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to GREENWICH ROAD FROM 13TH STREET NORTH TO THE NORTH RAMP OF K-96 (Project No. 472 84004).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

GREENWICH ROAD FROM 13TH STREET NORTH
TO A POINT 1,200 FEET NORTH OF THE NORTH RAMP OF K-96
(Scope of Services has been extended approximately 1,200 feet).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$50,000.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST:

Agenda Item No. 8f.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0011

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for the Intersection of 13th & Broadway (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On January 5, 1999, the City entered into an Agreement with Ruggles & Bohm, P.A. (R&B) for designing improvements to the intersection of 13th & Broadway. The fee was \$38,400. The Kansas Department of Transportation agreed to participate in the project funding, so R&B was asked to convert the plans in KDOT format in order to conform to KDOT standards. As a result of meetings with affected property owners, the Broadway alignment will be shifted to reduce the impact on adjacent businesses. A supplemental agreement is necessary to redesign the project accordingly.

Analysis: A supplemental agreement has been prepared to authorize the additional design work.

Financial Considerations: Payment to R&B for the Supplemental Agreement will be made on a lump sum basis of \$24,730, and will be paid by General Obligations Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 5, 1999

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 5, 1999) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 13TH & BROADWAY INTERSECTION (472 83050, OCA 706705).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Re-alignment of Broadway

(shift the pavement to the east, north of 13th, to avoid taking the additional 10' R/W along the west side of Broadway)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$24,730.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by June 1, 2006; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 9a.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0012

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Auburn Hills 16th Addition (south of Maple, east of 151st Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and sanitary sewer improvements in Auburn Hills 16th Addition on November 1, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system and sanitary sewer in Auburn Hills 16th Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$28,500 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

AUBURN HILLS 16TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90121 serving Lots 1 through 11, Block A; Lots 1 through 10, Block B; Lots 1 through 16, Block C; Lots 1 through 26, Block D; Lots 1 through 3, Block E, Auburn Hills 16th Addition (south of Maple, east of 151st Street West) (Project No. 448 90121).

LATERAL 11, MAIN 2, COWSKIN INTERCEPTOR SEWER serving Lots 1 through 11, Block A; Lots 1 through 10, Block B; Lots 1 through 16, Block C; Lots 1 through 26, Block D; Lots 1 through 3, Block E, Auburn Hills 16th Addition (south of Maple, east of 151st Street West) (Project No. 468 84089).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Auburn Hills 16th Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which,

for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90121	\$ 12,200.00
Project No. 468 84089	\$ 16,300.00
TOTAL	\$ 28,500.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be

granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:_____
"EXHIBIT "A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the

format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files

of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by March 6, 2006. (Project No. 448 90121).
 - b. Plan Development for the sewer improvements by March 13, 2006. (Project No. 468 84089).

Agenda Item No. 9b.

City of Wichita
City Council Meeting
January 10, 2006
Agenda Report No. 06-0013

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Falcon Falls 2nd & 3rd, Falcon Falls Commercial Additions (north of 45th Street North, west of Hillside) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, storm drainage and paving improvements in Falcon Falls 2nd & 3rd, Falcon Falls Commercial Additions on August 16, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water distribution system, storm drainage and paving in Falcon Falls 2nd & 3rd, Falcon Falls Commercial Additions. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$94,700 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

For

FALCON FALLS 2ND & 3RD; FALCON FALLS COMMERCIAL ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA,

KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90105 serving Lots 1 through 55, Block A; Lots 1 through 18, Block B; Lots 1 through 43, Block C; Lots 1 through 23, Block D; Lots 1 through 49, Block E, Falcon Falls 2nd Addition; Lots 1 through 40, Block A; Lots 1 through 25, Block B; Lots 1 through 50, Block C; Lots 1 through 8, Block D; Lots 1 through 22, Block E, Falcons Falls 3rd Addition; Lots 1 and 2, Block A, Falcon Falls Commercial Addition (north of 45th Street North, west of Hillside) (Project No. 448 90105).

STORM WATER DRAIN NO. 275 serving Lots 1 through 55, Block A; Lots 1 through 18, Block B; Lots 1 through 43, Block C; Lots 1 through 23, Block D; Lots 1 through 49, Block E, Falcon Falls 2nd Addition; Lots 1 through 40, Block A; Lots 1 through 25, Block B; Lots 1 through 50, Block C; Lots 1 through 8, Block D; Lots 1 through 22, Block E, Falcons Falls 3rd Addition; Lots 1 and 2, Block A, Falcon Falls Commercial Addition (north of 45th Street North, west of Hillside) (Project No. 468 84067).

KITE from the east line of the plat, west to the west line of the plat, and on MARBLEFALLS from the south line of Kite, south to the south line of Lot 38, Block C, and on KITE COURT (Lots 11 through 17, Block D) from the north line of Kite, north to and including the cul-de-sac, on KITE COURT (Lots 31 through 41, Block A), from the south line of Kite, south to and including the cul-de-sac; and on KITE COURT (Lots 42 through 53, Block A) from the south line of Kite, south to and including the cul-de-sac and that sidewalk be constructed on Kite and Marblefalls (north of 45th Street North, west of Hillside) (Project No. 472 84264).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Falcon Falls 2nd & 3rd; Falcon Falls Commercial Additions and to perform the PROJECT tasks outlined in Exhibit A.

II IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and

shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90105	\$ 18,600.00
Project No. 468 84067	\$ 42,900.00
Project No. 472 84264	\$ 33,200.00
TOTAL	\$ 94,700.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

- A. PHASE I - PLAN DEVELOPMENT
When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by March 6, 2006. (Project No. 448 90105).
 - b. Plan Development for the sewer improvements by March 27, 2006. (Project No. 468 84067).
 - c. Plan Development for the paving improvements by April 24, 2006. (Project No. 472 84264).

Agenda Item No. 9e.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0014

TO: Mayor and City Council Members
SUBJECT: Agreement for Design Services for Fontana & Fontana 2nd Additions (east of 119th Street West, north of 29th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and drainage improvements in Fontana & Fontana 2nd Additions on November 22, 2005.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and drainage in Fontana & Fontana 2nd Additions. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$92,000 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

FONTANA & FONTANA 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89999 serving Lots 1 through 40, Block 1; Lots 49 through 55, Block 3, Fontana Addition; Lots 1 through 36, Block 1; Lots 1 through 8, Block 2, Fontana 2nd Addition (east of 119th Street West, north of 29th Street North) (Project No. 448 89999).

LATERAL 5, MAIN 7, NORTHWEST INTERCEPTOR SEWER serving Lots 1 through 47, Block 1; Lots 41 through 55, Block 3; Lots 1 through 8 and 23 through 26, Block 4, Fontana Addition; Lots 1 through 36, Block 1; Lots 1 through 8, Block 2, Fontana 2nd Addition and Unplatted Tract (east of 119th Street West, north of 29th Street North) (Project No. 468 83877).

STORM WATER DRAIN NO. 236 serving Lots 1 through 68, Block 1; Lots 1 through 25, Block 2; Lots 1 through 55, Block 3; Lots 1 through 26, Block 4; Lots 1 through 12, Block 5; Lots 1 through 19, Block 7; Lots 1 through 16, Block 8, Fontana Addition; Lots 1 through 36, Block 1; Lots 1 through 8, Block 2, Fontana 2nd Addition (east of 119th Street West, north of 29th Street North) (Project No. 468 83883).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fontana & Fontana 2nd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89999	\$ 14,000.00
Project No. 468 83877	\$ 35,200.00
Project No. 468 83883	\$ 42,800.00
TOTAL	\$ 92,000.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.
If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone

not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.

Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by

the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by December 1, 2005. (Project No. 468 89999).
 - b. Plan Development for the sewer improvements by December 1, 2005. (Project No. 468 83877).
 - c. Plan Development for the storm water improvements by December 1, 2005. (Project No. 468 83883).

Agenda Item No. 9d.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0015

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement for River Corridor Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On June 8, 1999, the City Council approved an agreement with Law/Kingdon, Inc. to design River Corridor improvements. The improvement area includes the east bank of the confluence of the Arkansas Rivers, north of the Westar Electrical Substation. On December 13, 2005, the City Council approved a memorandum of understanding with the Kansas African

American Museum to develop a new museum site within the east bank improvement area. As a result, it will be necessary to modify the corridor improvement construction plans. A supplemental agreement with Law/Kingdon, Inc. has been prepared to authorize the additional design work.

Analysis: The additional work includes the redesign of paths, plazas, stairs, retaining walls and a drainage study associated with future parking lots.

Financial Considerations: Payment to Law/Kingdom, Inc. will be on a lump sum basis of \$161,750. Funding is available within the existing River Corridor Improvement budget. The funding source is General Obligation bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

SUPPLEMENTAL AGREEMENT NO. 4

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATE JUNE 8, 1999

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

LAW / KINGDON, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ARCHITECT”

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 8, 1999) between the two parties covering ARCHITECTURAL services to be provided by the ARCHITECT in conjunction with the construction of improvements to the RIVER CORRIDOR IMPROVEMENT PROJECT.

WHEREAS, Paragraph IV.B, of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ARCHITECT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional Design Services - Redesign of the East Bank

North of the Westar Substation to accommodate the

Kansas African American Museum

- Prepare Concepts for the Redesign of the Paths, Plazas, Stairs, Retaining Walls and other Hardscape, Landscape, etc. for the East Bank Redesign.
- Present new Design to Design Council for comment.
- Relocate Parents of Murdered Children Memorial off-site, assisting City with site selection, construction documents, and neighbor relations to clear KAAM site.
- Prepare Cost Estimates on East Bank and KAAM Parking Lot alternate solutions.
- Work with Kansas Gas and Westar on additional easements/lease areas for the redesigned East Bank.
- Prepare Layout Plans and Construction Details.
- Prepare modifications to Demolition Plans.
- Prepare Grading Plans for the new design.
- Prepare Civil Plans (for Bike Path Alignment and Profile)
- Prepare Drainage Plans for new design of relocated parking lot to clear KAAM building lease site.
- Prepare Structural Plans and Details for new design of structural retaining walls.
- Prepare revised Landscape and Irrigation Plans utilizing existing bid items.
- Revise Electrical Drawings utilizing existing bid items (materials and light standards).
- Revise Plumbing and Amenity Drawings per new design.
- Revise Wayfinding and Graphics per new design.
- Keeper of the Plains Structural Analysis Work.

B. PAYMENT PROVISIONS

Payment to the ARCHITECT for the performance of the professional services as outlined in this supplemental agreement and shall be made on the basis of the lump sum fee specified below:

Additional Design Serves – Redesign of the East Bank	\$161,750.00
------------------------------------------------------	--------------

to clear KAAM site.

Total	\$161,750.00
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C. COMPETITION

The ARCHITECT agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by March 24, 2006; EXCEPT that the ARCHITECT shall not be held responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ARCHITECT.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ARCHITECT have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

LAW/KINGDON, INC.

ATTEST:

Agenda Item No. 10

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0016

TO: Mayor and City Council Members

SUBJECT: Change Order: Hydraulic Improvement, 57th St. South to 47th St. South
(District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On June 8, 2004, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve Hydraulic, between 57th St. South and 47th St. South. After the contract was awarded, it was determined that additional sidewalk was needed to comply with the Americans With Disabilities Act. The Change Order also makes quantity adjustments for final measured quantities.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$12,519, with the total paid by a combination of City-at-Large (\$2,504) and Federal Grants administered by the Kansas Department of Transportation (\$10,015). The original contract amount is \$3,644,321. This Change Order plus previous Change Orders represents .83% of the original contract amount.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Agenda Item No. 12a.

CITY OF WICHITA
City Council Meeting
January 10, 2006

Agenda Report No. 06-0016A.

TO: Mayor and City Council Members

SUBJECT: Acquisition of Utility Easement for the North Area Sewer Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 21, 2003, the City Council approved the construction of force mains; pump stations, and gravity-flow sewer lines to serve northwest Wichita. The project requires the acquisition of easements on several tracts of land. Five easements remain to be acquired. One of the required easements is across the front of the single-family residence at 1155 North 135th Street West.

Analysis: The project requires the acquisition of a twenty-foot permanent easement and a ten-foot temporary easement across the east part of the property. The construction will require the removal of a shelter belt of trees on the south end of the property and the removal of several mature cedar trees on the north end. The easements and trees were valued at \$35,000. This amount was offered to the property owner and accepted.

Financial Considerations: A budget of \$36,000 is requested for the acquisition. This amount includes \$35,000 for the acquisition and \$1,000 for closing costs and title insurance. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contact as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the Real Estate Purchase Contract and; 3) Authorize all necessary signatures.

Agenda Item No. 12b.

CITY OF WICHITA
City Council Meeting
January 10, 2006

Agenda Report No. 06-0017

TO: Mayor and City Council Members

SUBJECT: Easement Across a Portion of 777 West Central in Conjunction with the River Corridor Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Grant the easement.

Background: The City of Wichita acquired a portion of 777 West Central for the River Corridor Improvement Project in 2004. The plan calls for the construction of pedestrian bridges linking

Exploration Place, the Keeper of the Plains, and the north bank of the Little Arkansas. The riverbank and associated paths will be upgraded and beautified. Also, the Keeper of the Plains statue will be raised and a natural gas-powered pyrotechnic display will be constructed.

Analysis: In order to supply natural gas to the Keeper of the Plains improvements, a gas line must be constructed from the existing gas line along Central Avenue across the City-owned tract and under the Little Arkansas River to the Keeper site. To accomplish this, an easement must be granted to the gas utility company to allow placement of the line.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the easement and authorize all necessary signatures.

Agenda Item No. 13.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0018

TO: Mayor and City Council Members

SUBJECT: Sidewalk Repair and Sidewalk Cleaning Assessment Program (District I, II, III, IV, VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Assessments and Ordinances.

Background: State Law and City Policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs, either with their contractor or with the City's contractor, or clean the sidewalk if needed. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Analysis: Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired and cleaned sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on January 27, 2006. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2006 bond sale. The principal and interest will then be spread over 5-years and placed on the 2006 tax roll.

Legal Considerations: These assessments are in accordance with City Code 12.18. The Ordinances have been approved as to form by the Department of Law.

Recommendation/Action: It is recommended that the City Council approve the proposed Assessments and place the Ordinances on first reading.

Agenda Item No. 14.

City of Wichita
City Council Meeting
January 10, 2005

Agenda Report No. 06-0019

TO: Mayor and City Council

SUBJECT: Interim Funding for Convention & Visitors Bureau

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the allocation.

Background: Every year, the Greater Wichita Convention & Visitors Bureau works with City of Wichita staff to negotiate a new contract. While their allotment is approved as part of the process in the year prior's adopted budget, there is still discussion on what the year's goals will be and how the organization will accomplish them.

Last year, the proposed 2005 contract focused on renewing marketing efforts for the organization with more focus on priority projects contained in the Strategic Master Plan for Tourism. Some of the important CVB goals for that year included: increase of convention and motor coach tour room nights; expanded hotel, attraction and activity with marketing and promotions; enhanced website capabilities, and increased efforts to secure private and other funding sources.

Analysis: Staff of both organizations are currently strategizing on new goals for 2006 that matches the GWCVB's growth pattern to succeed as an organization. The final goals have not yet been finalized but efforts are on-going and will be ready by in February for presentation to City Council as New Business. Therefore, staff is requesting that the City of Wichita provide a

portion of the contract funding to serve as January's working cashflow for the organization until the contract is finalized.

Financial Considerations: The amount requested is 1/12 of the total amount of the planned allocation as approved in the 2006-2007 Adopted Budget. This amount will be \$145,861 and is in the C&T Fund.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council approve allocation from the C & T Fund and authorize the necessary signatures.

Agenda Item No. 15

City Of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0020

TO: Mayor and City Council

SUBJECT: Equus Beds Aquifer Storage and Recovery Project (Phase I)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the design/build Contracts with CAS Construction/CDM for the Aquifer Storage Recovery Project.

Background: On January 8, 2002, the City Council approved a Contract with Burns & McDonnell Engineering Co. to provide engineering and design services for Phase I of the Equus Beds Aquifer Storage and Recovery Project. Phase I of the project was to design seven (7) diversion wells and six (6) recharge facilities with a capacity of 10 million gallons per day (MGD). November 1, 2005, City Council approved the construction of a 7 MGD surface water treatment plant for Phase I of the Aquifer Storage and Recovery Project (ASR). The project was approved as a design/build and City Council authorized the Staff Screening and Selection Committee to seek proposals.

Analysis: It has been determined the only way to capture up to 10 MGD at the site available for Phase I is to utilize direct surface water diversion from the river. Using direct surface water diversion will require a water treatment plant, prior to recharging the aquifer with the water. Based on results of pump tests, a 5-to-7 MGD surface water diversion and treatment plant is needed. The goal is to have the facilities of Phase I completed and operational by the fall of

2006, thus available to capture water after runoff events which generally occur during the fall. Design/build methodology is the only way to accomplish having the surface water treatment facilities operational by fall 2006.

The Purchasing Manager solicited responses to a Request for Qualifications for a Qualifications-Based Selection of a design/build team. Responses were received from three teams: Burns & McDonnell/Dondlinger Construction; CAS Construction/CDM Engineering; and Utility Contractors/Earthtech Engineering. Based on the team responses and interviews conducted December 21, 2005, the Staff Screening and Selection Committee unanimously recommended CAS Construction/CDM Engineering.

The City's Qualifications-Based Selection policy requires the Contract to be executed in two parts. First --- a Contract for completion of a 30-percent design for the facilities and after the 30-percent design has been completed, the team will develop the Guaranteed Maximum Price (GMP). If Staff concurs that the GMP represents a fair and reasonable value, the final Contract for completion will be negotiated. If it is determined that the submitted GMP is unacceptable, and an appropriate GMP cannot be negotiated, the City will seek an alternate team.

Financial Considerations: Based on information currently available, the project will not exceed \$14,800,000. To expedite the project, Staff recommends that upon completion of the 30-percent design and concurrence on the GMP, Staff be authorized to negotiate the final Contract with the Contract being authorized if under \$14,800,000.

Cost for the 30-percent design will be \$590,000 and will be included in the Guaranteed Maximum Price. Funding for this project is available in CIP W-549, Water Supply Plan, that has \$23.5 million available for facilities included in Phase I of this project.

Legal Considerations: The Law Department has reviewed and approved the Contract as to form for the completion of the 30-percent design, and will approve the final Contract and GMP as to form.

Recommendations/Actions: It is recommended that City Council: 1) approve the initial Contract with the CAS Construction/CDM team to complete a 30-percent design of the 7 MGD Surface Water Treatment Plant; 2) authorize Staff to negotiate a final Contract and Guaranteed Maximum Price for the project not to exceed \$14,800,000; and 3) authorize the necessary signatures.

Agenda Item No. 16

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0021

TO: Mayor and City Council

SUBJECT: Lincoln Park Improvements (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution & authorize initiation of the project.

Background: In 1999 a conceptual master plan was developed in response to the needs and request of neighborhood wanting to restore and redevelop Lincoln Park. The master plan proposed to remove the existing inoperable swimming pool and replace it with an interactive water feature reflecting the need to preserve and restore the historical nature of the existing bathhouse. The master plan included the removal of the existing tennis courts, addition of a gazebo shade shelter, and the development of additional open space. The master plan also took into account the possible expansion of the existing historical fire station museum located in the northwest corner of the site.

In the spring of 2001, the City's Park and Recreation Department developed and opened the city's first interactive water feature within Lincoln Park. The existing inoperable swimming pool was removed and replaced with the new water feature, the bathhouse was renovated with new bathrooms, and new lighting, landscaping and benches were installed as part of these improvements. In 2002, a new landscape irrigation system was installed. In 2004, an existing tennis court was removed and restored to valuable open space. Earlier this year, the city completed the installation of new ADA compliant rubberized surfacing for the existing playground.

Analysis: Lincoln Park is a popular destination for many local residents in this area. The design and construction of a gazebo type structure would complete the original vision of the 1999 conceptual master plan. The South Central Neighborhood Revitalization Plan, currently under development, identifies Lincoln Park as a vital component to the plan and the gazebo structure would complete the park development. This structure could be used for neighborhood picnics, small band concerts, and holiday events such as 4th of July Celebrations. This plan also reinforces the "Visioneering Plan" to improve the quality of life in our city's neighborhoods.

Financial Considerations: The Park Capital Improvement Plan includes \$110,000 in 2005 for improvements to Lincoln Park. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR DESIGN AND CONSTRUCTION OF A GAZEBO IN LINCOLN PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for the design and construction of a gazebo in Lincoln Park.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$110,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 10th day of January, 2006.

CARLOS MAYANS, MAYOR
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 17

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0022

TO: Mayor and City Council

SUBJECT: Century II Key and Lock System (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve and authorize initiation of the project.

Background: The Park and Recreation Department's operation at Century II Performing Arts and Convention Center has begun the process of replacing the existing lock system which is currently comprised of three different systems. Approximately 33% of the project is complete at this time. The remainder of the project completes the replacement of the old systems and expands the access control system to include padlocked areas, and maintenance vehicles.

Analysis: The 2005 Park Capital Improvement Program (CIP) includes funding for Century II Key and Lock Systems. This system will protect the City's investment in these facilities, by increasing the control that the staff has on access control to the facility. This will make the facility safer for the general public, and assist in loss prevention activities.

Financial Considerations: The 2005 Century II Key and Lock System CIP includes \$75,000 for the completion of the lock system replacement.. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE LABOR, MATERIAL, AND EQUIPMENT FOR THE REMOVAL OF THE OLD CENTURY II KEY AND LOCK SYSTEM, REPLACING IT WITH THE NEW ELECTRONIC ACCESS CONTROL SYSTEM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;
SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for the removal of the old Century II Key and Lock system, replacing it with the new electronic access control system.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$75,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 10th day of January, 2006.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 18

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0023

TO: Mayor and City Council

SUBJECT: Century II Stage Equipment Renovation/Replacement (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve and authorize initiation of the project.

Background: The Park and Recreation Department's operation at Century II Performing Arts and Convention Center has equipment that is aging and in need of renovation or replacement.

This project is the beginning process of achieving significant improvements in all of the performance spaces within Century II, and Bob Brown Expo Hall.

Analysis: The 2005 Park Capital Improvement Program (CIP) includes funding for the renovation of Century II. Renovation will protect the City's investment in these facilities, by updating the facility to current code standards and making Century II and Bob Brown Expo Hall functional and aesthetically attractive to potential promoters and local clientele. Plans call for improvements in Mary Jane Teall's Lighting System, Concert Hall's Counter-weight Fly System, Meeting Room Sound Systems, and Portable sound equipment.

Financial Considerations: The 2005 Century II Stage Equipment Renovation CIP includes \$50,000 for the renovation/replacement of Stage Equipment. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENTS IN MARY JANE TEALL THEATRE'S LIGHTING SYSTEM AND CENTURY II CONCERT HALL'S COUNTER-WEIGHT FLY SYSTEM, MEETING ROOM SOUND SYSTEMS, AND PORTABLE SOUND EQUIPMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for the improvements in Mary Jane Teall Theatre's lighting system and Century II Concert Hall's counter-weight fly system, Meeting Room sound systems, and portable sound equipment.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156.

The total cost is estimated not to exceed \$50,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 10th day of January, 2006.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 19

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0024

TO: Mayor and City Council

SUBJECT: Planeview Park Improvements (District III)
INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolutions & authorize initiation of the project.

Background: Planeview Park has been serving citizens since the original parcel was acquired in 1955. Planeview Park has to 105.59 acres in size from additional acquisitions made possible through USD 259.

Planeview park is located in south Wichita and includes many recreational amenities, such as playground equipment, lighted baseball and softball diamonds, a basketball court, lighted tennis courts, soccer fields, a cricket field, and 2 unlighted football fields. There are several paved parking lots within the park, but the football field parking lot is unpaved.

The City Council authorized \$124,913 in Community Development Block Grant (CDBG) funding for parking lot improvements within Planeview Park for 2006.

Analysis: Additional football fields and parking lot are needed to meet the challenges of a growing Jr. Football program. The existing football fields do not meet current design standards. Design and construction plans are needed to renovate existing fields and design and construction plans for an additional field to make the football complex in this park more attractive and functional.

Financial Considerations: The Park Capital Improvement Plan includes \$50,000 for design services in 2005 and \$450,000 for construction in 2006. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolutions as to form.

Recommendation/Action: It is recommended that the City Council 1) adopt the bonding resolutions, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

Agenda Item No. 20

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0025

TO: Mayor and City Council

SUBJECT: Extension of Letter of Intent for Industrial Revenue Bonds (Prairie Villa at Beacon Hill, L.C.) (District I)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the extension.

Background: On February 8, 2005, the City Council approved a one-year Letter of Intent to issue Industrial Revenue Bonds in an amount not-to-exceed \$4,700,000 to Prairie Villa at Beacon Hill, L.C. The proceeds of the proposed bonds will be used to finance the cost of

acquiring, constructing and equipping a senior apartment facility to be located at 2395 North Beacon Hill Street in northeast Wichita. Prairie Villa at Beacon Hill is requesting an extension of six-months of the Letter of Intent until August 15, 2006.

Analysis: The original Letter of Intent will expire on February 15, 2006. The Company is requesting an extension of the Letter of Intent in order to allow time to schedule the request for the issuance of Bonds, which will be in February 2006, and to finalize the IRB Bond documents. The Letter of Intent extension is being requested until August 15, 2006.

Financial Considerations: There is no financial impact on the City resulting from the requested extension.

Legal Considerations: Bond documents required for the issuance of bonds will be prepared by bond counsel. The City Attorney's office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council approve the extension of the Letter of Intent to Prairie Villa at Beacon Hill, L.C. for Industrial Revenue Bonds in an amount not-to-exceed \$4,700,000 for a period ending August 15, 2006.

Agenda Item No. 21

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0026

TO: Mayor and City Council

SUBJECT: Northeast Sports Complex (District II)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendations: Authorize initiation of the project and adopt the bonding resolution.

Background: On November 5, 1996 the City Council approved an agreement with Regency Lakes II, LLC, in conjunction with the Wichita Strykers Charitable trust, to develop a 12-field soccer complex near K-96 and Greenwich Road. Under the agreement, the City approved a donation of land for the fields and agreed to work in cooperation with the Stryker Charitable Trust to create a high quality public soccer complex for the benefit of children and adults in Wichita. The City accepted the donation of land and improvements on December 22, 1998. In early 2004, as a result of findings from the Alternative Revenue Task Force and direction from the City Council, staff began negotiations for a lease agreement with the Clydesdale Soccer

Foundation regarding the assumption of maintenance duties at the Stryker Soccer Complex in exchange for the City foregoing the customary user fees. The lease agreement was approved by the City Council on April 5, 2005. The complex does not currently meet code for minimum parking requirements and a short-term variance was granted by OCI.

Analysis: Additional parking will help facilitate the additional vehicle traffic based on the expected expansion of teams, tournaments, and league play. The usage of the complex has increased and the need exists for additional parking. The 2005 Park CIP includes funding for the construction of additional parking spaces to better serve the participants and citizens who use the Stryker Soccer Complex.

Financial Considerations: The 2005 Park CIP includes \$300,000 for the construction of additional parking at the Stryker Soccer Complex. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Actions: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR DESIGN AND CONSTRUCTION OF ADDITIONAL PARKING AT THE STRYKER SOCCER COMPLEX.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment for the construction of additional parking at the Stryker Soccer Complex.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$300,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 10th day of January, 2006.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item 22.

City of Wichita
City Council Meeting

January 10, 2006

Agenda Report No. 06-0028

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure Council Districts I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolution.

Background: On December 5, 2005 the Board of Code Standards and Appeals (BCSA) held a hearing on the following property. This property is considered a dangerous and unsafe structure, and is being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Improvement notices have been issued on this structure however, compliance has not been achieved. A pre-condemnation and formal condemnation letter was issued and the time granted has expired. No action has been taken to repair or remove this property.

Property Address
a. 1155 N. Spruce

Council District
I

Legal Considerations: This structure has defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause it to be deemed as a dangerous and unsafe building, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolution to schedule a hearing and place this matter on the agenda for a Hearing before the Governing Body on March 7, 2006 at 9:30 a.m. or as soon thereafter.

OCA: 230200

_____ PUBLISHED IN THE WICHITA EAGLE ON _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 1 AND 3, ON TENTH STREET ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1155 N. SPRUCE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 10th day of January, 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 7th day of March, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 1 and 3, on Tenth Street Addition to the City of Wichita, Sedgwick County, Kansas, known as: 1155 N. Spruce, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 60 feet in size. Vacant and open, this structure has a cracking block foundation; deteriorating and missing siding; deteriorated roof; deteriorated front porch; deteriorated wood trim and the 5 x 8 foot accessory shed is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 10th day of January, 2006.

Carlos Mayans, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Agenda Item No. 24.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 05-1138A

TO: Mayor and City Council Members

SUBJECT: DR 2004-10: Proposed Amendments to the Wichita Sedgwick-County Subdivision Regulations (Utility Easements). (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Unfinished Business)

Staff Recommendation: Deny the amendments; Approve Option 1B.

MAPC Recommendation: Approve amendments (Option 1A). (8-1)

The negative vote indicated a Commissioner's agreement with the alternative approach recommended by the Water and Sewer Department. (Option 1B).

Background: In the last few years, the Public Works and Water and Sewer Departments have requested for lot splits and vacations, that property owners dedicate additional land to create wider utility easements. The requests have mostly occurred on a piece-meal, lot-by-lot basis, resulting in the non-uniform acquisition of additional easements. The wider easement is needed to accommodate the greater number of services to be located in the easement (cable, telephone, sewer and gas) and to provide required safety for workers installing or repairing utilities. Planning Commissioners consistently objected to these piece-meal requests on the basis that additional easements are not effective, since an entire block's worth of easement is rarely obtained. The Planning Commission and Staff explored, with the Law Department, the potential of obtaining a wider easement by enacting a single ordinance that would retroactively widen all existing utility easements. That approach was not legally possible, so two options were

developed to address the issue: Option 1B, recommended by Staff and Option 1A, recommended by the Planning Commission.

Option 1A (attached) revised Section 7-205(A) entitled "Required Improvements" to require additional easements for substandard utility easements when all property owners adjoining the easement would grant similar dedications. Additional easements would also be required if specifically required by MAPC. The Water and Sewer Department objected to this amendment and favors an alternative approach in which additional easement widths for substandard utility easements would be required for all lot splits and vacation cases in order to perform necessary maintenance of existing utility lines (Option 1B attached).

While not a perfect solution to the problem, Option 1B at least obtains additional easements when the opportunity arises. The request in Option 1A that the entire block will have to agree to the request for additional easement will virtually assure that no additional easement will be obtained, since it is unlikely that a property owner not involved with an application will consent to an additional dedication.

Planning staff has reviewed this amendment with the City and County Legal Departments prior to review by the Subdivision Committee. The Subdivision Committee reviewed the proposed amendments on September 29, 2005.

The MAPC held the public hearing on November 17, 2005 and voted (8-1) to recommend Option 1A. The proposed amendment to the Subdivision Regulations is attached to this correspondence (Option 1A) in addition to staff's recommendation (Option 1B).

This item was deferred to allow time for discussion between Staff and City Council Members.

Legal Considerations: These amendments to the Wichita-Sedgwick County Subdivision Regulations will affect properties both inside the city limits and in the unincorporated area of Sedgwick County. Both the City Council and the Sedgwick County Commission will need to approve the amendments in order for them to be in full effect. Legal Departments for both the City and the County have reviewed the amendments and approved the form for the respective adopting Ordinance and Resolution.

Financial Consideration: None.

Recommendations/Action: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations as recommended by the Metropolitan Area Planning Commission, and approve first reading of the Ordinance.

Agenda Item No. 25.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0029

TO: Mayor and City Council

SUBJECT: Management of Ice Center (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Unfinished Business

Recommendation: Authorize the Park and Recreation Department to reallocate the 2006 adopted budget of the Wichita Ice Center and continue the management and daily operation of the facility until such time a permanent management agreement has been approved by City Council.

Background: The Park and Recreation Department has been operating and managing the facility since August 2005. The City Council authorized staff to seek out a new management company to operate the facility. An RFP was issued in October 2005 and the process has not yet been concluded.

Analysis: In order for the Park and Recreation Department to continue with the daily management and general operation of the facility in 2006, City Council authorization is required to reallocate the Wichita Ice Center 2006 adopted budget pending the review and eventual decision on a management contract. This budget authorization will allow the Park Department to reallocate the budget accordingly so that salaries, contractals, and commodity line item budgets can be established and payments can be promptly paid.

Financial Considerations: During the 2006/2007 Budget adoption process the City Council adopted and approved for the Wichita Ice Center a \$956,190 total operating budget with \$710,000 for contractual services and \$246,190 for contingent expenditures. Since August of 2005, the Park and Recreation Department has been operating and managing the facility. Included for review is the preliminary financial operating report for August – December 2005 (the final year-end adjusting and closing entires have not been posted) and the proposed reallocation of the 2006 operating budget for the Wichita Ice Center.

Legal Considerations: Legal has reviewed the agenda item as to form.

Recommendation/Action: It is recommended that the City Council authorize the reallocation of the Wichita Ice Center 2006 adopted budget and authorize the continued management and daily operation of the facility by the Park and Recreation Department until such time a permanent management agreement has been approved by City Council.

Agenda Item No. 26.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0037

TO: Mayor and City Council

SUBJECT: Management Services for Wichita Ice Center

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Authorize staff to negotiate a contract with Rink Management Services, Inc.

Background: Erected in 1996, the Wichita Ice Center, formerly Ice Sports Wichita, sought to fill the need for an ice rink in the Wichita area. Several individual citizens and groups petitioned the City for such a rink, stating the need was felt community wide. Since its inception, the facility has been a place for skating lessons, figure skating, hockey (youth and adult), leisure skating and many other ice related sports and leisure activities.

The ice facility includes a professional sized skating rink, a professional sized hockey rink, a restaurant, administrative offices, locker rooms, a snack counter, a pro shop, a common area with seating to put on skates, and a 1000 person spectator seating in the Olympic sized rink. Canlan Ice Sports managed the Wichita Ice Center up until August 2005. The City of Wichita severed its management agreement with this company and initiated a Request for Proposals for management services for the Ice Center. The Ice Center has not been profitable since 2003 and proposer's are being asked to share strategies for returning this facility to profitability.

Analysis: In September 2005, the City of Wichita initiated proposals for the management of Wichita Ice Center, formerly Ice Sports Wichita. The City received six proposals and the Staff Screening Selection Committee selected three proposer's to be interviewed. They included: Advanced Arenas, Inc., Rink Management Services Corporation and the Park and Recreation Department. The Staff Screening and Selection Committee recommends that the City Council authorize City staff to negotiate a contract with Rink Management Services Corporation and to bring back that contract to the Council for consideration and approval.

Rink Management is the largest operator of ice skating facilities in North America as they currently manage 21 facilities. They have a strong history of community involvement and working with community groups and organizations to build support and participation of ice skating. Rink Management is very interested in working with the community to grow this sport. They visited the City several times to learn more about the local interest in skating and to seek ideas on how to increase participation and to explore options for increased utilization of the ice facility. The company brings experience in employee development, financial reporting, sales and marketing, risk management, equipment maintenance and facility development.

As part of the negotiations, staff is proposing that Rink Management work with the Park and Recreation Department staff to provide them with the opportunity to learn more about ice facility management. Rink Management would be required to include Park staff in regular meetings relating to marketing, managing and operating the facility. Park would gain additional experience from this relationship and could be positioned to take over the management of this facility should the City decide that it is in its best interest to change management companies or operate this facility in house.

Financial Considerations: Rink Management Corporation has proposed a management fee of \$50,000 annually with an additional request of \$20,000 from net profits should performance goals (as defined in the agreement) be met. The management fee is for services provided by the company to manage the facility and does not include general operating costs, including personnel costs. The source of funding is the Ice Rink Management Fund, a special revenue fund dependent upon revenues to pay for expenses.

Legal Considerations: The City will negotiate a contract with Rink Management Corporation, which will require City Council approval.

Recommendations/Actions: Select Rink Management Corporation as the preferred management company and authorize staff to negotiate a contract with this firm and return the contract to the City Council for its consideration.

Agenda Item No. 27.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0030

TO: Mayor and Members of the City Council

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bids.

Background: The City is offering for sale one series of general obligation temporary notes totaling \$56,370,000 (Series 215), two series of general obligation bonds (Series 784 and 785) totaling \$26,105,000 for the purpose of providing permanent financing for capital improvement projects of the City.

Analysis: The proceeds from the sale of the Series 215 Temporary Improvement and Renewal Notes will be used to provide interim financing for City-at-large and improvement district projects. The proceeds from the sale of the Series 784 Bonds will be used to permanently finance neighborhood improvements located in special improvement districts. The proceeds from the sale of the Series 785 Bonds will be used permanently finance certain City-at-large storm water utility projects.

Sealed bids will be accepted via facsimile, walk-in sealed bids or electronically through I-Deal, LLC/PARITY Electronic Bid Submission System until 10:30 a.m. CST in the IT/IS Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:30 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

Financial Considerations: The Series 215 Temporary Notes will mature August 10, 2006, and will be retired using cash, the proceeds of both permanent financing bonds, and renewal notes issued at that time. The Series 784 Bonds will mature serially over fifteen years and will be paid from special assessments that are levied against benefited property. The Series 785 Bonds will mature serially over ten years and will be paid from the Storm Waer Utility's monthly ERU fees. The Series 784 Bonds will be callable in 2013 and the Series 785 Bonds will be callable in 2011 with a 1% call premium, in accordance with the City's debt management policy.

Legal Considerations: Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

Recommendation/Action: It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Bonds and Temporary Notes; and (3) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication thereof.

Agenda Item No. 28.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0031

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (The Coleman Company) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Take appropriate action.

Agenda Item No. 29.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0032

TO: Mayor and City Council

SUBJECT: Amnesty Program

INITIATED BY: Municipal Court

AGENDA: New Business

Recommendation: Approve the budget transfer and adopt the Resolution.

Background: Currently, Municipal Court has nearly 14,860 parking, traffic, Health, Fire and Office of Central Inspection ticket warrants and 28,080 bench warrants and/or probation violation warrants waiting to be served. In addition to the fines and costs owed that are associated with the underlying charge, individuals with warrants are subject to arrest and additional fees if the warrant is left outstanding. To encourage citizens to voluntarily resolve outstanding warrants, Municipal Court is proposing to host an Amnesty Week during the week of February 13-17, 2006. This Amnesty Program is a collaborative effort with the faith based community, Police Department, the Court and City staff. This program will be similar to a successful Amnesty Program that occurred in 2003. Representatives of the Wichita faith based community will be an integral part of this collaboration. Local churches in partnership with the National Restoration Movement are implementing a "28 Days of Peace" initiative during the month of February 2006. Clergy will preach sermons of peace, dignity, respect and social responsibility to their congregations and communities. Citizens will also be encouraged to resolve outstanding Municipal Court obligations. Pastors will assist City staff in marketing the program as well as greeting and directing participants during Amnesty Week.

During the Amnesty Week, the City of Wichita will waive the warrant fee. Defendants with outstanding ticket warrants, who voluntarily appear, will not be arrested. Defendants with outstanding bench and probation violation warrants will be given an opportunity to appear before

a judge. A public awareness plan will be prepared by the Public Information Office to maximize the effectiveness of the program.

The Amnesty Program will be implemented as follows:

1. Names of individuals with outstanding warrants will be published in the Wichita Eagle Sunday edition. The following information will be included: Last Name, First Name, Date of Birth and Case/Citation Number. Inserts for the Sedgwick County area will total approximately 100,000 copies. Advertisements will be placed with community publications and radio advertisement will be purchased to promote the program prior to implementation.
2. Municipal Court will offer extended hours during the 'Amnesty Week:' Monday through Friday from 7:00 a.m. until 7:00 p.m. The Amnesty Program is planned for February 13 through February 17, 2006.

In conjunction with the "28 Days of Peace" initiative the Wichita Police Department will be hosting a gun drop off program. Citizens will be encouraged to drop guns off at participating local churches. WPD will rotate four locking containers among these churches for gun storage until an officer can pick them up. The gun drop off will run the entire month of February.

Analysis: The insert will be included in the Sunday edition of the Wichita Eagle on February 5, 2006 and will include approximately 19,600 names. A detailed description of the Amnesty Program will be provided in the publication. Municipal Court warrants eligible for the Amnesty Program will include traffic, parking, Health, Fire and Office of Central Inspection warrants. A judge will be available to hear those cases where a bench warrant and/or a probation violation warrant was issued.

As defendants appear at City Hall for payment, a check on all warrants issued (including bench warrants for failure to appear in court) in the defendant's name will be completed and payment requested. The Court anticipates 3,000 participants in the program. Warrant fees (generally \$15 to \$25) will be waived for program participants. Costs associated with the Amnesty Program will be the printing of the tabloid insert, advertising the program and overtime expenditures.

Financial Considerations: The Court Amnesty Program is projected to generate over \$60,000 net in collections.

Legal Considerations: The Law Department has participated in the development of the Amnesty Program and has prepared the Resolution.

Recommendations/Actions: It is recommended that the City Council approve a budget transfer of up to \$60,000 from the Municipal Court budget (or the General Fund reserves) to fund the Amnesty Program, and adopt the Resolution as recommended.

Agenda Item No. 30.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0033

TO: Mayor and City Council Members

SUBJECT: 29th Street North Improvement, from Tyler to Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the revised project budget.

Background: On December 14, 2004, the City Council approved a project to improve 29th Street North, from Tyler to Ridge. An attempt to award a construction contract within the budget approved by the City Council was not successful. An amending Ordinance has been prepared to increase the project budget.

Analysis: The project will reconstruct 29th Street North to provide four through lanes and a landscaped median. Left turn lanes will be provided at the major entrances into adjoining residential neighborhoods. A storm water sewer system will be constructed to eliminate the ditches along the roadway. The intersection of 29th at Ridge will be signalized. The available right-of-way will be landscaped.

Financial Considerations: The current budget is \$3,000,000 with \$987,000 paid by the City and \$2,013,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed increased budget is \$3,700,000 with \$1,337,000 paid by the City and \$2,363,000 paid by Federal grants.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the revised project budget and place the amending Ordinance on First Reading.

Agenda Item No. 31.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0032a.

TO: Mayor and City Council Members

SUBJECT: Central and Oliver Intersection Improvement (Districts I & II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program (CIP) includes a project that has been approved by the City Council to improve Central between Oliver and Woodlawn. The project is scheduled for letting this year. The CIP also includes funding in years 2007 and 2008 to improve the intersection of Central and Oliver. Now that the Woodlawn and Edgemoor interchanges at Kellogg have been opened, it is an opportune time to advance the construction schedule for the Central and Oliver intersection improvement.

Analysis: The project will reconstruct the intersection to provide left turn lanes at all four approaches. The traffic signal system will be upgraded. A new storm water sewer will be constructed. The available right-of-way will be landscaped. Construction is planned to begin in the fall of 2006 along with the Central, Oliver to Woodlawn, improvement.

Financial Considerations: The estimated intersection improvement cost is \$1,250,000, which is the amount budgeted in years 2007 and 2008 of the CIP. The funding source is General Obligation Bonds. A supplemental design agreement with MKEC Engineering Consultants (design engineers for the Central, Oliver to Woodlawn, project) will be returned to the City Council for approval.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

132019 First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE INTERSECTION OF CENTRAL AND OLIVER (472-84362) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO

SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The intersection of Central and Oliver (472-84362) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the intersection of Central and Oliver (472-84362) in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities, installation of traffic signals, and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 5. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer

of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 7. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, 20____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 32.

City of Wichita
City Council Meeting
January 10, 2005

Agenda Report No. 06-0033a.

TO: Mayor and City Council Members

SUBJECT: Pawnee Improvement, between 119th St. West and Maize (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to improve Pawnee, 119th St. West and Maize. District IV Advisory Board

sponsored an August 3, 2005, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will reconstruct Pawnee to provide four through lanes and a median for left turn lanes. A new storm water sewer will be constructed. The available right-of-way will be landscaped. Construction is planned to begin in the fall of 2006.

Financial Considerations: The estimated project cost is \$6,660,000 with \$2,700,000 paid by the City and \$3,960,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 33.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0034

TO: Mayor and City Council Members

SUBJECT: Pawnee Improvement, between Meridian and Seneca (District IV)
INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to improve Pawnee, between Meridian and Seneca. District IV Advisory Board sponsored an August 3, 2005, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will reconstruct Pawnee to provide four through lanes and a center two-way left turn lane. The east 1,000 feet of the existing pavement will be milled and overlaid with new asphalt pavement for tie-in to Seneca. The available right-of-way will be landscaped. Construction is planned in the Capital Improvement Program for 2008, but may begin in 2007 if utilities can be relocated.

Financial Considerations: The estimated project cost is \$4,052,000 with \$1,200,000 paid by the City and \$2,852,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 34.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0035

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System for Blue Sky Addition and part of Iseminger Addition (north of Douglas, west of West Street) (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signature on the Petition represents 1 of 4 (25%) resident owners and 81.4% of the improvement district area. District IV Advisory Board sponsored a December 7, 2005, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: The project will construct a water distribution system for a partially developed residential area.

Financial Considerations: The estimated project cost is \$30,000 with the total assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$3,333 per lot.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 35.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0036

TO: Mayor and City Council Members

SUBJECT: Petition to pave Nevada Circle, north of Douglas (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signature on the Petition represents 1 of 4 (25%) resident owners and 81.4% of the improvement district area. District IV Advisory Board sponsored a December 7, 2005, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: The project will provide paved access to a partially developed residential area.

Financial Considerations: The estimated project cost is \$86,000 with the to total assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$9,555 per lot.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Agenda Item No. 36.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0038

TO: Mayor and City Council

SUBJECT: Amendment to SBA Microloan Agreement (All Districts)

INITIATED BY: Department of Housing & Community Services

AGENDA: New Business

Recommendation: Place on first reading, the ordinance to approve the amendment.

Background: On December 16, 2003, the City Council approved the SBA Microloan Agreement made between the City of Wichita and South Central Kansas Economic Development District (SCKEDD). The City provided funding in the amount \$50,000 that was utilized to pay for the SBA required Loan Loss Reserve for the SCKEDD Microloan Program.

Analysis: To date, the City has provided \$36,825 for the SCKEDD Microloan Program Loan Loss Reserve for loans approved by the City's Microloan Committee. These funds have allowed SCKEDD to loan \$306,500 to 15 small businesses in the City of Wichita. These loans were made to a pest control business, an attorney, two restaurants, two hair salons, two gift shops, fitness center, realtor, bakery, tour service, floor covering business, counselor and a psychologist. The funding has directly impacted 55 jobs. All of these loans are current and in good standing.

The Small Business Administration has approved \$750,000 in additional loan funds for the SCKEDD Microloan Program. In order to access these funds, SCKEDD is required to maintain a Loan Loss Reserve account with funds equal to 15% of the amount drawn from the SBA. The amount needed to completely draw the SBA funds is \$112,500. Historically, 50% of the microloans have been in the City of Wichita.

Financial Considerations: SCKEDD is requesting that the City of Wichita provide \$56,025, which would support loans up to \$375,000 for Wichita businesses. Funds would be transferred from the Small Business Capital Fund project, which has a balance of \$250,000.

Legal Considerations: The Law Department has approved the contract amendment and ordinance as to form.

Recommendation: It is recommended the City Council approve the transfer of funds and place on first reading the ordinance to approve the contract amendment and authorize all necessary signatures.

Agenda Item No. 37.

City of Wichita
City Council Meeting

January 10, 2006

Agenda Report No. 06-0039

TO: Mayor and City Council Members

SUBJECT: DR 2005-15 -- Request for a Street Name Change from 31st Street North to Toben, Located on the West Side of Webb Road and South of 37th Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the street name change.

MAPC Recommendation: Approve the plat. (12-0)

Background: On November 10, 2005, the Address Committee held a meeting and recommended that the street name change be approved. The Metropolitan Area Planning Commission approved this request on December 8, 2005.

Analysis: The intent of this street name change request is for easier identification purposes.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the street name change as recommended by the Planning Commission and place the Ordinance on first reading.

Agenda Item No. 38.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0040

TO: Mayor and City Council Members

SUBJECT: DED 2005-27 -- Partial Dedication of Access Control for Property Located on the West Side of Maize Road and South of Maple. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedication. (12-0)

Background: This dedication is associated with a lot split case (SUB 2005-99). The Dedication is for complete access control, except for one opening, along Maize Road.

Analysis: The Dedication has been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Agenda Item No. 39.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0041

TO: Mayor and City Council Members

SUBJECT: DED 2005-28 -- Dedication of a Utility Easement and DED 2005-29 -- Dedication of a Drainage Easement for Property Located North of Kellogg and West of Ridge Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

MAPC Recommendation: Accept the Dedications. (12-0)

Background: These dedications are associated with a lot split case (SUB 2005-91). The Dedications are for construction and maintenance of public utilities.

Analysis: The Dedications have been reviewed and approved by the Planning Commission.

Financial Consideration: None.

Legal Consideration: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.

Agenda Item No. 40.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0042

TO: Mayor and City Council

SUBJECT: DR2005-00023 Zone change from “LI” Limited Industrial to “CBD” Central Business District. Generally located between St. Francis Avenue, William Street, BNSF railroad right-of-way (one-half block east of Commerce Street) and Kellogg. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, vote (11-0-1).

MAPD Staff Recommendations: Approve the “CBD” zoning for the proposed area.

DAB Recommendations: Not applicable.

Background: On September 13, 2005, Wichita City Council voted (7-0) to initiate a rezoning from “LI” Limited Industrial to “CBD” Central Business District for an area generally described as being located between St. Francis Ave., William St., BNSF railroad right-of-way one-half block east of Commerce St. and Kellogg. The City Council initiated the rezoning action pursuant to the Unified Zoning Code provision that the “Governing Body may initiate a zone change request with or without an application from the property owners” (Unified Zoning Code Art. V, Sec. V-A.1).

Analysis: The area proposed for rezoning to “CBD” is a three-block stretch flanking both sides of Commerce Street south of William Street to Kellogg. The BNSF railroad forms the eastern edge and St. Francis Street forms the western edge. The area is spontaneously undergoing a transition from industrial/manufacturing uses to a broader mix of uses with residential, commercial, and institutional uses being added. In the past five years, several retail shops have opened such as Dock 410 and Fiber Studio. Fiber Studio is unique because the owners of this site requested rezoning of the property to “CBD” in 2000 in order to locate the studio and gallery for artists on the main floor and a residence on the second floor. Just recently several other owners on the same block of Commerce also were approved for “CBD” zoning in order to combine studios with loft apartments. A larger loft conversion is underway on a “CBD” zoned tract across St. Francis Street (201 S. St. Francis, known as the Lofts at St. Francis) from the proposed rezoning area. The area north of Waterman, except for two properties, was selected as the site for the Sedgwick County arena. The area site constitutes roughly 40 percent of this

proposed rezoning initiative. These properties fall within the area shown for the arena building and the adjoining VIP parking lot. The most likely impact of this site selection will be intensified demand on the remainder of the area for more retail and restaurant types of commercial use, mixed with residential use. These uses would be added to or replace the existing mix of industrial, contractor sales and service (heating, electrical, etc) and auto repair uses.

Constraints with Existing Zoning: The prohibition of residential use is the most significant disadvantage with the current "LI" zoning. "LI" allows uses incompatible with the urban core, by right or by Conditional Use, including: asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station, and wrecking/salvage yard.

Proposed Zoning: "CBD" zoning would allow residential use, bed and breakfast inn and group homes. It will prohibit future establishment of kennels, tattoo parlors, day reporting centers, asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station and wrecking/salvage yard. Other "CBD" advantages include the following: (1) removes the off-site parking requirements to allow flexibility in developing shared parking facilities to serve multiple parking needs, (2) eliminates building setbacks to allow zero-lot setbacks in character with traditional downtown development and that is compatible with the trends in loft/apartment uses, and (3) eliminates height restrictions to allow higher intensity use that reinforces the viability and liveliness of the downtown area.

At the MAPC meeting held December 8, 2005, no citizens spoke on the request. MAPC voted (11-0-1) to approve the zone change.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change, and approve the first reading of the ordinance establishing the zone change, or;
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2005-00023

Zone change from "LI" Limited Industrial to "CBD" Central Business District on property described as:

Odd lots 29-75 on Fourth Street, now St Francis Ave., in N.A. English Addition; Even lots 38-76 on Fifth St, now Santa Fe Ave, in N.A. English Addition; Odd lots 77-107 on Fourth Street, now St Francis Ave, in N.A. English 3rd Addition; Even lots 78-108 on Fifth St, now Santa Fe Ave., in N.A. English Addition; Lots 1-29 on Fourth Street now St Francis Ave. in Fletchers Addition; Lots 31-39 on Fifth St, now Santa Fe Ave., in Fletchers Addition; Lots 1-15 on Fifth St, now Santa Fe Ave., in Fletchers 2nd Addition;

Together with a unplatted tract described as

BEG SW COR LOT 39 FLETCHERS ADD S 50 FT E 140 FT N 50 FT W TO BEG EXC ST. SW1/4 SEC 21-27-1E

Together with a unplatted tract described as

BEG 50 FT S SW COR LOT 39 FLETCHERS ADD S 100 FT E 100 FT NE ALG ROW TO PT E OF BEG W TO BEG EXC S 49.9 FT TO CITY CCA-33119

Together with vacated English St from the east line of Fourth Street, now St Francis Ave to the west line of Fifth St, now Santa Fe Ave., in N.A. English Addition:

Together with vacated Lewis St from the east line of Fourth Street, now St Francis Ave to the west line of Fifth St, now Santa Fe Ave., in N.A. English 3rd Addition:

Generally located between St. Francis Avenue, William Street, BNSF railroad right-of-way (one-half block east of Commerce Street) and Kellogg and as shown on Exhibit "1".

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 41.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0043

TO: Mayor and City Council

SUBJECT: DR2005-00024 Zone change from “LI” Limited Industrial and “GC” General Commercial to “CBD” Central Business District for an area generally bounded by a line beginning at the intersection of Washington Avenue and 2nd Street North, thence east along 2nd Street North to I-135, thence south along the west right of way of I-135 to Douglas Avenue, thence continuing south along said right of way to the southern boundary of the Kansas Food Bank Warehouse Addition, thence west on said boundary to Minneapolis Street, thence north to an east/west alley, thence west along said alley to Kansas Avenue, thence south to an east/west alley, thence west to Hydraulic, thence south along Hydraulic Avenue to Waterman Street, thence west along Waterman to the BNSF railroad right-of-way, thence north to Douglas Avenue, thence east to Washington Avenue, and thence north to the point of beginning. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, vote (9-0-1).

MAPD Staff Recommendations: Approve the “CBD” zoning for the proposed area.

DAB Recommendations: Not applicable.

Background: On September 13, 2005, the Wichita City Council voted (7-0) to initiate a rezoning from “LI” Limited Industrial and “GC” General Commercial to “CBD” Central Business District for an area generally bounded by a line beginning at the intersection of Washington Avenue and

2nd Street North, thence east along 2nd Street North to I-135, thence south along the west right-of-way of I-135 to Douglas Ave, thence continuing south along said right of way to the southern boundary of the Kansas Food Bank Warehouse Addition, thence west on said boundary to Minneapolis Street, thence north to an east/west alley, thence west along said alley to Kansas Avenue, thence south to an east/west alley, thence west to Hydraulic, thence south along Hydraulic Avenue to Waterman Street, thence west along Waterman to the BNSF railroad right-of-way, thence north to Douglas Avenue, thence east to Washington Avenue, and thence north to the point of beginning. The City Council initiated the rezoning action pursuant to the Unified Zoning Code provision that the “Governing Body may initiate a zone change request with or without an application from the property owners” (Unified Zoning Code Art. V, Sec. V-A.1).

Analysis: The area proposed for rezoning to “CBD” is roughly fifty city blocks in size and includes a rich diversity of residential, institutional, commercial and industrial uses. Industrial uses include manufacturing firms such as the Wichita Eagle, Big Dog Motorcycles, McCormick Armstrong plus many smaller firms. Many construction sales and service uses dot the area, including at least two lumberyards and a number of contractor office and warehouse sites. Another large cluster of uses include auto sales lots, auto repair, and auto parts. The variety of commercial and retail uses spans a large new furniture store (Abode) recently constructed on a new zero-lot setback site along Douglas to small independent merchants along Douglas storefronts that help maintain the area as a walkable urban downtown shopping area. Several office and institutional uses have invested in the area, including the new Red Cross headquarters redeveloped on an old car dealership facility, Wichita Children’s Theatre and Dance Center, United Methodist Urban Ministries; Kansas Foodbank, Inc. has plans to construct a new facility southwest of Douglas and I-135. Perhaps the most surprising use is residential. Around 20 percent of the existing land still is occupied by residential use, although the current “LI” zoning makes this type of use nonconforming.

The proposed rezoning area borders the Old Town Overlay district, which has emerged as a destination for commercial and residential reuse. Some property owners on the fringe of the Old Town district have sought to expand the redevelopment into the area proposed for “CBD” zoning.

Constraints with Existing Zoning: The prohibition of residential use is the most significant disadvantage with the current “LI” zoning. “LI” allows incompatible uses (by right or by Conditional Use) with the urban core such as asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station, and wrecking/salvage yard. Approximately four properties are zoned “GC” General Commercial, and rezoning to “CBD” would represent an increase in intensity of permitted uses for these properties.

Proposed Zoning: “CBD” zoning would allow residential use, bed and breakfast inn and group homes. It will prohibit future establishment of kennels, tattoo parlors, day reporting centers, asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station and wrecking/salvage yard. Other “CBD” advantages include the following: (1) removes the off-site parking requirements to allow flexibility in developing shared parking facilities to serve multiple parking needs, (2) eliminates building setbacks to allow zero-lot setbacks in character with

traditional downtown development and that is compatible with the trends in loft/apartment uses, and (3) eliminates height restrictions to allow higher intensity use that reinforces the viability and liveliness of the urban area.

The proposed rezoning area perhaps has languished in terms of desirability over the past 30 years as the suburban expansion of industrial, auto and commercial uses took its toll on the commercial viability of the properties. In the recent past, the trend perhaps is changing. The Old Town overlay district located to the northwest of this area has had a renewed development activity, including addition of restaurants, sports bars, the Old Town Theater and museums. Recently, it has experienced a burst of residential redevelopment. (The property is zoned "LI" Limited Industrial but the area is subject to an overlay, "OT-O" that specifically permits residential use.) At least five existing warehouses or commercial buildings have been converted to residential lofts or mixed residential and commercial uses, and more are under construction or are in the planning stages. One hotel has been redeveloped from an old warehouse and a second is in the planning stages. Also, the area to the west of this proposed rezoning area is the East Douglas Historic District. The East Douglas area includes a park, the Eaton Place, the largest single residential conversion in the urban core, and adjoins the proposed Sedgwick County arena.

These trends in adjoining districts have spilled over to the area under consideration for "CBD" zoning and we see renewed interest in redevelopment. In addition to the development uses discussed previously, several owners have sought to expand the "OT-O" district in order to redevelop their properties. In one case, it was to permit a building to be converted to residential lofts; in another it was to participate in the Old Town Parking District since on-site parking was not available for a site south of Douglas. A third site on Douglas was rezoned to "GC" General Commercial to enable mixed commercial and residential use.

At the MAPC meeting held December 8, 2005, no citizens spoke on the request. MAPC voted (9-0-1) to approve the zone change.

Financial Considerations: None.

Legal Considerations: The item has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change, and approve the first reading of the ordinance establishing the zone change, or;
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2005-00024

Zone change from "LI" Limited Industrial and "GC" General Commercial to "CBD" Central Business District on property described as:

Beginning at the SW/corner of the NE/4 of sec 21 Twp 27 R1 E; thence North along the west line of said qtr sec on a bearing of N 1 degrees 19'0.12" W a distance of 1300.00'; to the center line of 2nd St N; thence along the said center line, N 88 degrees 49'22.77" E a distance of 2665.49'; thence N 83 degrees 17'31.59" E a distance of 215.10'; thence N 89 degrees 16'35.14" E a distance of 438.38'; to the west right-of-way line of Interstate Hwy I-135; thence southeasterly on the said right-of-way to the Southeast corner of the Kansas Food Bank Warehouse Add.; thence S 89 degrees 40'32" W along the south line of said addition; thence N 21 degrees 55'18.32" W a distance of 182.99' to the SE corner of Lot 47, Black's Addition; thence S 88 degrees 57'50.99" W a distance of 300.36' to the Southwest corner of Lot 25, Black's Addition; thence S 53 degrees 9'51.39" W a distance of 87.18' to the Southeast corner of Lot 4 Buchanan's Addition to Wichita; thence S 88 degrees 45'8.34" W a distance of 300.81', to the Southwest corner of Res A, Buchanan's Addition to Wichita; thence N 75 degrees 11'23.61" W a distance of 73.63' to the NE corner of Lot 1, on Hydraulic Street, Hyde's Addition; thence S 0 degrees 56'42.09" E a distance of 400.77' to the SE corner of Lot 31, on Hydraulic Street, Hyde's Addition; thence S 1 degrees 39'11.71" E a distance of 75.56'; thence S 0 degrees 51'42.23" E a distance of 585.10' to the center line of Waterman Street; thence S 88 degrees 23'16.95" W a distance of 2582.14' along the center line of Waterman Street; thence continuing west along Waterman Street, S 86 degrees 51'15.79" W a distance of 359.91'; thence S 87 degrees 12'14.90" W a distance of 386.96'; thence S 85 degrees 57'54.87" W a distance of 299.51'; thence N 15 degrees 17'53.79" W a distance of 38.77' to the SW corner of Lot 2, Union Station Addition, said point being the intersection of the north right-of-way line of Waterman Street and the east line of the railroad right-of-way; thence north along said railroad right-of-way to the intersection of the south right-of-way line of Douglas Ave.; thence N 0 degrees 8'49.43" W a distance of 53.25' to the center line of Douglas Ave.; thence N 88 degrees 41'21.70" E along said center line a distance of 1052.05' to the west line of the NE/4 of sec 21 Twp 27 R 1 E; thence N 2 degrees 35'57.33" W along the west line of said qtr sec to the point of beginning. Generally located within an area bounded by a line beginning at the intersection of Washington Ave. and 2nd

Street North, thence east along 2nd Street North to I-135, thence south along the west right of way of I-135 to Douglas Ave., thence continuing south along said right of way to the southern boundary Kansas Food Bank Warehouse Add., thence west on said boundary to Minneapolis St., thence north to east/west alley, thence west along said alley to Kansas Ave. thence south to east/west alley, thence west to Hydraulic, thence south along Hydraulic Ave. to Waterman St., thence west along Waterman to the BNSF railroad right-of-way, thence north to Douglas Ave., thence east to Washington Ave., and thence north to the point of beginning and a shown on Exhibit "1".

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 42.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0044

TO: Mayor and City Council

SUBJECT: DR2005-00033 Zone change from "LI" Limited Industrial to "CBD" Central Business District for an area beginning at the intersection of Waterman Street and Washington Avenue, thence south on Washington Avenue to Kellogg, thence west on Kellogg approximately

750 feet to the boundary of the BNSF railroad right-of-way/terminal, thence north to Waterman Street, and thence east to Washington Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve subject to staff recommendations, vote (9-0-1).

MAPD Staff Recommendations: Approve the “CBD” zoning for the proposed area.

DAB Recommendations: Not applicable.

Background: On October 20, 2005, MAPC voted (7-0) to initiate a rezoning from “LI” Limited Industrial and “GC” General Commercial to “CBD” Central Business District for an area generally described as between the BNSF railroad yard, Kellogg, Washington Avenue and Waterman Street. MAPC initiated the rezoning action pursuant to the Unified Zoning Code provision that the “Planning Commission or the Governing Body may initiate a zone change request with or without an application from the property owners” (Unified Zoning Code Art. V, Sec. V-A.1).

Analysis: The area proposed for rezoning to “CBD” is zoned “LI” Limited Industrial. Warehousing, manufacturing, construction sales and service businesses, outdoor storage, some retail, a fuel outlet, a parking lot for an office north of Waterman, and the City of Wichita Transit Operations Center currently occupy the area.

The proposed rezoning area is located to the south and east of two other “CBD” cases being considered by MAPC (DR2005-00023 and DR2005-00024). If this area is approved, and the other two cases also are approved, “CBD” zoning would blanket all properties west of Washington between Kellogg and Douglas.

Constraints with Existing Zoning: The prohibition of residential use is the most significant disadvantage with the current “LI” zoning. “LI” allows incompatible uses (by right or by Conditional Use) with the urban core such as asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station, and wrecking/salvage yard.

Proposed Zoning: “CBD” zoning would allow residential use, bed and breakfast inn and group homes. It will prohibit future establishment of kennels, tattoo parlors, day reporting centers, asphalt plant (general), gas and fuel storage, freight terminal, landfill, transfer station and wrecking/salvage yard. Other “CBD” advantages include the following: (1) removes the off-site parking requirements to allow flexibility in developing shared parking facilities to serve multiple parking needs, (2) eliminates building setbacks to allow zero-lot setbacks in character with traditional downtown development and that is compatible with the trends in loft/apartment uses, and (3) eliminates height restrictions to allow higher intensity use that reinforces the viability and liveliness of the urban area.

The Wichita Transit Operations Center, the fuel outlet, and the parking lot for the office building north of Waterman have been developed within the past 5 to 10 years. The rest of this area consists of older structures. Some are fully utilized by existing businesses, but some appear to have vacancies. New and redevelopment trends in the vicinity include the Old Town area to the north, the residential loft and arts district activity to the west of the railroad tracks, and the proposed Sedgwick County area site to the northwest.

Financial Considerations: None

Legal Considerations: The item has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change, and approve the first reading of the ordinance establishing the zone change, or;
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2005-00033

Zone change from "LI" Limited Industrial to "CBD" Central Business District on property described as:

A tract of land lying in the Southwest Quarter, Section 21, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, and being particularly described as follows:

COMMENCING at the Southeast Corner of said Southwest Quarter (SW/4); thence N 0 degrees 59' 1.38" W a distance of 237.44' to the POINT OF BEGINNING; thence S 32 degrees 9' 12.75"

W a distance of 120.89'; thence S 54 degrees 13' 6.81" W a distance of 166.11' to the southeast corner of Lot 17, Block 2, Santa Fe Addition; thence S 89 degrees 24' 50.36" W a distance of 551.40' to the southwest corner of Lot 2, Block 1, Wichita Transit Addition; thence northwest along the west line of the Wichita Transit Addition, N10 degrees 46' 34.49" W a distance of 802.36'; thence continuing along said west line, N 1 degree 36 '54.18" W a distance of 425.38' to the northwest corner of Lot 1, Block 1, Wichita Transit Addition; thence N 88 degrees 30' 21.15" E a distance of 596.75'; thence N 89 degrees 12' 15.58" E a distance of 148.34'; thence N 1 degree 31' 11.04" W a distance of 9.8'; thence N 83 degrees 57' 0.21" E a distance of 150.64' to a point on the east line of said quarter section; thence S 0 degrees 59' 1.38" E a distance of 1051.80' along said east line to the POINT OF BEGINNING. Generally located within the area beginning at the intersection of Waterman St. and Washington Ave., thence south of Washington Ave. to Kellogg, thence west of Kellogg approx. 750 feet to the boundary of the BNSF railroad right-of-way/terminal, thence north to Waterman St., and thence east to Washington Ave and as shown on Exhibit "1".

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carlos Mayans - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 43.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0045

TO: Mayor and City Council

SUBJECT: ZON2005-00050 – Zone change from “TF-3” Two-family Residential, “SF-5” Single-family Residential and “GO” General Office to “LC” Limited Commercial, with a Protective Overlay. Generally located south of 31st Street South, west of Seneca Avenue, on the north side of 32nd Street North and east of the Exposition Drive. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to provisions of Protective Overlay District #165, and include a 48 square foot building sign on the south elevation (10-0).

MAPD Staff Recommendations: Approve, subject to Protective Overlay District #165.

DAB Recommendations: Not applicable.

Background: The applicants’ request “LC” Limited Commercial zoning on (west to east) Lots 8, 7, & 6, Block A, Loma-Linda Gardens Addition and a portion of Lot 1, Dillon 10th Addition. The Loma-Linda Gardens’ lots are zoned, west to east, “TF-3” Duplex Residential and “SF-5” Single-family Residential. The western most of these lots, located on the northeast corner of Exposition Drive and 32nd Street South, is developed as a one-story duplex, built in 1970. The other two lots are developed as one-story single-family residences, built in 1963 and 1964. The Dillon 10th Addition lot is developed as part of the parking lot for the Dillon’s grocery store (built 1984), which dominates (with the exception of one small free standing retail building) the southwest corner of the Seneca Avenue – 31st Street South intersection. The applicants propose the rezoning to allow for expansion of commercial uses on this corner. The rezoning would remove the last residential zoning in the Seneca – 32nd – Exposition – 31st square block, and make all property within the block “LC”, except for an interior portion of the Dillon 10th Addition, which is zoned “GC” General Commercial.

South of the site, across 32nd Street South, zoned “SF-5”, is a developed (mid to late 1950s) single-family residential subdivision. The eastern most lot on the south side of 32nd, with frontage on Seneca Avenue, is zoned “LC” and has a freestanding auto repair garage. Properties west of the site, across Exposition Drive, are zoned “SF-5” and “LC”, with development including a church, single-family residences and a tavern. The properties north and east of the site are zoned “LC” and are developed as the Dillon’s grocery store, its parking lot and a small free standing retail building.

Analysis: At its December 8, 2005 meeting the MAPC voted (10-0) to recommend approval of the requested “LC” zoning subject to the Protective Overlay, as agreed upon by Staff and the applicant. They also approved it with the addition of a 48-square foot building sign on the south

elevation. The MAPC's approved Protective Overlay with its provisions, including the previously mentioned additional building signage in #8:

- (1) Provide a restrictive covenant binding and tying Lots 6, 7, & 8, Block A, Loma-Linda Gardens Addition, to the Dillon 10th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published.
- (2) Dedication by separate instrument of complete access control along the site's 32nd Street South and Exposition Drive frontage. Dedicate cross lot access onto the site from the Dillon 10th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.
- (3) Dedicate 2-feet of easement to add to the platted 8-foot easement located on the north lot lines of Lots 8, 7, & 6, and a portion of the east lot line of Lot 6, all in Block A, Loma-Linda Gardens Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.
- (4) Screening will be per the Unified Zoning Code along the south and west sides of the site where adjacent to residential zoning.
- (5) Landscaping will be provided along the west and south sides of the site, where adjacent to residential zoning, per the Landscape Ordinance.
- (6) The platted 20-foot setback on the west side of Lot 1, Dillon 10th Addition and the platted 25-foot along the south side of Lot 1, Dillon 10th Addition will apply to the site's west and south sides, where the site is adjacent to "TF-3" or more restrictive zoning. Dedication to be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.
- (7) Lighting will be per the Unified Zoning Code, including a maximum height of 14-feet for any pole lighting. Pole lights will be located behind the setbacks, as noted along the site's south and west sides.
- (8) Signage will be a monument type and per the "LC" zoning district with no portable signs. No building signs or signs mounted on roofs shall be on the west side of any buildings on the site. A building sign of 48-square feet will be allowed on the south side of the building.
- (9) All utilities will be installed underground.
- (10) All trash receptacles will have solid screening and gating, per the Unified Zoning Code, (no chain link fencing with metal slats) around them.

No one spoke against the requested zoning at the MAPC meeting and Staff has received no written protest against the requested zoning.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to the additional provisions of Protective Overlay District #165; instruct the Planning Department to forward the ordinance for first reading when the required dedications and covenant have been provided to Staff; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-third-majority vote of the City Council on the first hearing.)

(150004) Published in The Wichita Eagle on _____
ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2005-00050

Request for Zone change from “TF-3” Duplex Residential, “SF-5” Single-family Residential and “GO” General Office to “LC” Limited Commercial, on property described as:

Lots 6, 7, & 8, Block A, Loma-Linda Gardens Addition, Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #165:

1. Provide a restrictive covenant binding and tying Lots 6, 7, & 8, Block A, Loma-Linda Gardens Addition, to the Dillon 10th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published.
2. Dedication by separate instrument of complete access control along the site’s 32nd Street South and Exposition Drive frontage. Dedicate cross lot access onto the site from the Dillon 10th Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.

3. Dedicate 2-feet of easement to add to the platted 8-foot easement located on the north lot lines of Lots 8, 7, & 6, and a portion of the east lot line of Lot 6, all in Block A, Loma-Linda Gardens Addition. To be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.
4. Screening will be per the Unified Zoning Code along the south and west sides of the site where adjacent to residential zoning.
5. Landscaping will be provided along the west and south sides of the site, where adjacent to residential zoning, per the Landscape Ordinance.
6. The platted 20-foot setback on the west side of Lot 1, Dillon 10th Addition and the platted 25-foot along the south side of Lot 1, Dillon 10th Addition will apply to the site's west and south sides, where the site is adjacent to "TF-3" or more restrictive zoning. Dedication to be provided to Planning Staff for recording with the Register of Deeds, prior to publishing the Ordinance.
7. Lighting will be per the Unified Zoning Code, including a maximum height of 14-feet for any pole lighting. Pole lights will be located behind the setbacks, as noted along the site's south and west sides.
8. Signage will be a monument type and per the "LC" zoning district with no portable signs. No building signs or signs mounted on roofs shall be on the west side of any buildings on the site. A building sign of 48-square feet will be allowed on the south side of the building.
9. All utilities will be installed underground.
10. All trash receptacles will have solid screening and gating, per the Unified Zoning Code, (no chain link fencing with metal slats) around them.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, ____

Carlos Mayans - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 44.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0046

TO: Mayor and City Council Members

SUBJECT: HUD EDI Grant Agreement for facility construction associated with the Mercado and the development of the 21st Street Community Development Corporation. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the grant agreement.

Background: The City was officially notified on April 29, 2005, that an Economic Development Initiative (EDI) grant for Wichita, in the amount of \$327,260, was included in the Consolidated Appropriations Act of 2005 (PL 108-447). The project description with this notification states that the award is made "to the City of Wichita for facilities construction and for the development of the 21st Street Community Development Corporation." On August 2, 2005, the City Council approved the HUD Economic Development Initiative (EDI) grant application and authorized the necessary signatures. The application was submitted to the U.S. Department of Housing and Urban Development (HUD) on August 16, 2005. The City of Wichita has since received an approval letter, grant agreement, and other documents required to activate the FY 2005 special project grant.

Analysis: Subject to City Council approval and provisions of the Grant Agreement, HUD will make grant funds in the amount of \$327,360 available to the City of Wichita. Approximately 20% of the funds will be used for planning, management development and administrative expenses to assist with developing the 21st Street Community Development Corporation and 80% of the funds will be used for rehabilitation expenses associated with the Mercado project. City staff has reviewed the grant agreement and associated documentation, and upon grant agreement approval, is prepared to complete all necessary documentation consistent with the instructions provided for submission to HUD in order to activate the grant. The grant agreement is attached.

Financial Considerations: A total of \$65,472 (20%) will be utilized to contract with Wichita State University, Self-Help Network to facilitate the development of the 21st Street Community Development Corporation as approved by the City Council on March 8, 2005. The balance of

the grant funds totaling \$261,888 (80%) will be used to construct or rehabilitate a Mercado to provide a venue for the 21st Street Community Development Corporation. The Federally required HUD environmental review is in the process of being completed by the Metropolitan Area Planning Department; therefore, no construction funds may be expended until HUD has approved the environmental review. In addition, no EDI grant funds can be used for program operations or operating costs of the CDC.

Legal Considerations: The Law Department has reviewed and approved the grant agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the HUD EDI grant agreement and authorize the necessary signatures.

FY 2005 EDI-SPECIAL PROJECT NO. B-05-SP-KS-0488 GRANT AGREEMENT

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Wichita (the Grantee) is made pursuant to the authority of Public Law 108-447 (the FY 2005 Appropriations Act for HUD and other agencies) and House Report 108-792 (the Conference Report on the Appropriations Act). The amount shown below is 99.20% of the amount specified in the Conference Report because of a .80% rescission mandated in the Act. The Grantee's application package, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement. In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows: Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$327,360 available to the Grantee. The Grantee agrees to abide by the following:

ARTICLE I. HUD Requirements.

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

- A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.

B. EQUAL OPPORTUNITY REQUIREMENTS

The grant funds must be made available in accordance with the following:

1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12 138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e) , which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision- making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations." For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-

122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-2 1. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons. Restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and at CFR 24 Part 5.105(c). The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.

ARTICLE 11. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying and by 24 CFR 24.510(b) regarding ineligibility, suspension and debarment.
- B. Any other conditions listed in Article VII (C) of this Grant Agreement.

ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.
- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).
- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant. Funds provided by this grant however, may not be used for reimbursement of expenses incurred prior to the enactment of The Act authorizing these funds on December 08,2004.

ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A. HUD may require additional information or increased frequency of reporting as described in Article VII (C).
- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and

additional pertinent information including explanation of significant cost overruns.

- C. No grant drawdowns will be approved for projects with overdue progress reports.

ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period. HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.
- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.
- C. The Grantee shall provide to HUD the following documentation:
 - 1. A Certification of Project Completion.
 - 2. A Grant Close-out Agreement.
 - 3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the "necessary and reasonable" standard); a certification of the costs; and the amounts and sources of other project funds.
 - 4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.
- E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.
- E. The Close-out Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.

ARTICLE VII. Additional Provisions.

A. Project Description. The project is as described in the application with the following changes: NONE

B. Changes or Clarification to the Application Related to Participating Parties:

The Administrative Agent if any:

C. Special Conditions:

NONE

U.S. Department of Housing

and Urban Development

City of Wichita

The Honorable Carlos Mayans

Authorized Signature Authorized Signature

Donald P. Mains

Deputy Assistant Secretary

for Economic Development

Date

Title

Date

Agenda Item No. 45.

City of Wichita

City Council Meeting

January 10, 2006

Agenda Report No. 06-0047

TO: Mayor and City Council Members

SUBJECT: A06-01R Request by Gaylan W. Mett, Jr. of SNAR, L.L.C., to annex land generally located southwest of the intersection of 29th Street North and West Street. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 149.4 acres of land generally located southwest of the intersection of 29th Street North and West Street. The annexation area abuts the City of Wichita to the north and east. The property owner anticipates that the proposed property will be developed with approximately 132 "SF-5" Single-Family Residential units.

Analysis: Land Use and Zoning: The proposed annexation consists of approximately 149.4 acres of property currently zoned “SF-20” Single-Family Residential, which upon annexation will convert to “SF-5” Single-Family Residential. Property to the west and south of the subject property is zoned “SF-20” Single-Family Residential, while property to the north and east is zoned "SF-5" Single-Family Residential.

Public Services: The nearest water line to the proposed property is a 20" line on the southwest corner of 29th Street North and Hoover Street or a 36" line that runs parallel to the curve along Zoo Boulevard into 21st Street. The nearest sewer line to the proposed property is a 24" line close to the end of 23rd Street, east of Hoover Street. The Wichita Water and Sewer Department has been working with engineers with R&B Kansas regarding a potential extension of water and sewer that would be incorporated into the plat.

Street System: The subject property borders West Street to the east, which is a paved, two-lane arterial road. The City of Wichita Capital Improvement Program (CIP) 2005-2014 calls for improvements north of the subject property, along 29th Street from West Street to Ridge Road. In addition, the 2006 Transportation Improvement Program calls for a bridge to be improved, to the southeast of the subject property at 25th Street. The Sedgwick County Capital Improvement Program 2005-2009 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Station No. 7, located at 2346 North Coolidge. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: The Sedgwick County Zoo is located approximately 2 miles to the southwest of the proposed annexation site. The Big Arkansas River Park, a 2-acre park, is located only 1/2 mile to the south of the subject property and contains a bike path and an unpaved parking lot. Columbine Park (10.33 acres) and Sycamore Park (13-acres) are both about 1 1/2 miles to the southeast of the subject property. Amenities at Columbine Park include a softball diamond, two tennis courts and a basketball court. Amenities at Sycamore Park include two tennis courts, a softball diamond, a basketball court, a children's play area and a parking area. Meridian Park, an 8-acre park, is approximately 2 miles to the southeast of the subject property and is currently undeveloped.

School District: The annexation property is part of the Unified School District 266 (Maize School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$180,640 with a total assessed value of \$45,261. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$1,702 in City

annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is anticipating that approximately 132 single-family housing units will be developed within the next three years. The total appraised value of this residential development after completion is estimated at \$51,480,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$185,930 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

(150004) PUBLISHED IN THE WICHITA EAGLE ON _____
ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A06-01)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District V respectively:

Parcel 1:

The S1/2 of the NE1/4 of Sec.2, T27S, R1W of the 6th P.M., Sedgwick County, Kansas, EXCEPT that part of said S1/2 described as beginning at the NW corner thereof; thence East along the north line of said S1/2, 647.85 feet; thence Southwesterly, 979.38 feet to a point on the west line of said S1/2, said point being 735.71 feet South of the place of beginning; thence North along said west line to the place of beginning, EXCEPT for that part designated as West Street.

Parcel 2:

The N1/2 of the SE 1/4 of Sec. 2, T27S, R1W of the 6th P.M., Sedgwick County, Kansas, EXCEPT that portion condemned in District Court Cases A-31849 and C-30467, EXCEPT for that part designated as West Street.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 46.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0048

TO: Mayor and City Council Members

SUBJECT: A06-02R Request by Rob Ramseyer of Ritchie Development Corporation, to annex land generally located to the south of 29th Street North, between Greenwich Road and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 238.2 acres of land generally located to the south of 29th Street North, between Greenwich Road and 127th Street East. The annexation area abuts the City of Wichita to the south and west. The property owner anticipates that the proposed property will be developed with approximately 1,360,750 square feet of commercial property and approximately 33 units of industrial property.

Analysis: Land Use and Zoning: The proposed annexation consists of approximately 238.2 acres of property currently zoned "SF-20" Single-Family Residential and "RR" Rural Residential, which upon annexation will convert to "SF-5" Single-Family Residential. A zoning change request would be required in order to develop the property as anticipated. Property to the north and east of the subject property is zoned "RR" Rural Residential, while property to the south is zoned "SF-5" Single-Family Residential. Property to the west of the subject property is zoned "LI" Limited Industrial.

Public Services: The nearest water line is a 16" line in Greenwich along the west side of the property and a 16" water line in 127th Street from 21st Street to the southeast corner of the subject property. The nearest sewer line is a 12" line in Greenwich along the west side of the property and a 15" line that runs through the Fairmont Addition to the south line of the subject property.

Street System: The subject property borders 29th Street North, Greenwich Road and 127th Street. 29th Street North, north of the subject property, and 127th Street, east of the subject property, are both dirt roads. Greenwich Road, west of the subject property, is a paved, two-lane arterial. The City of Wichita Capital Improvement Program (CIP) 2005-2014 calls for improvements along Greenwich Road from Central to 29th Street North and along 127th Street East from 13th Street to 29th Street. In addition, the 2006 Transportation Improvement Program has also scheduled funding to assist with the road improvements along Greenwich Road from 29th Street North to K-96. The Sedgwick County Capital Improvement Program 2005-2009 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a four (4) to five (5) minute approximate response time from City Station No. 18, located at 2808 N. Webb. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The Northeast Sports Complex is located approximately 1/4 mile to the west of the proposed annexation site and is currently being developed to accommodate youth athletics including softball, baseball and soccer. According to the 1996 Parks and Open Space Master Plan, an existing pathway has been developed to the south of the subject property, and a proposed future park site has been identified directly to the west of the subject property.

School District: The annexation property is part of the Unified School District 375 (Circle School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$41,480 with a total assessed value of \$10,517. Using the

current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$378 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is anticipating that approximately 1,360,750 square feet will be developed as commercial property, and approximately 33 industrial units will be developed within the next ten years. The total appraised value of the commercial development after completion is estimated at \$17,337,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$136,121 in City annual tax revenues. The total appraised value of the industrial development after completion is estimated at \$52,100,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$409,063 in City annual tax revenues. In sum, the total appraised value of both the commercial and industrial property after completion is estimated at \$69,437,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$545,185 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.
(150004) PUBLISHED IN THE WICHITA EAGLE ON _____
ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A06-02)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

A tract of land lying within a portion of the North Half of Section 3, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, said tract being described as follows:

All of Government Lot 2, and the West Half of the South Half of the Northeast Quarter, said Section 3; EXCEPT for that part designated as Greenwich Road and, EXCEPT for that part designated as 29th Street North.

TOGETHER WITH, All of Government Lots 3 and 4, said Section 3; Said tract of land being more particularly described as follows:

BEGINNING at the Northwest corner of the of said Section 3, being coincident with the Northwest corner of said Government Lot 4, thence along the North line of said Section 3 and said Government Lots 4 and 3 on a Kansas Coordinate System 1983 South Zone grid bearing of

N89°16'15"E, 2645.11 feet to the Northwest corner of said Government Lot 2; thence along the North line of said Government Lot 2 and said Section 3, N88°52'42"E, 1325.94 feet to the Northeast corner of said Government Lot 2; thence along the East line of said Government Lot 2 extended, S00°33'27"E, 2679.83 feet to the South line of said Northeast Quarter; thence along the said South line, being coincident with the North line of The Fairmont, an addition to Wichita, Sedgwick County, Kansas, S89°07'06"W, 1324.14 feet to the Center Quarter corner being the Northwest corner of said The Fairmont; thence along the West line of said Northeast Quarter, N00°35'43"W, 1331.13 feet to the Southeast corner of said Government Lot 3; thence along the South lines of said Government Lots 3 and 4, S89°14'33"W, 2646.39 feet to the Southwest corner of said Government Lot 4 being coincident with the West line of said Section 3; thence along said West line N00°32'28"W, 1344.46 feet to the POINT OF BEGINNING EXCEPT for that part designated as Greenwich Road and, EXCEPT for that part designated as 29th Street North.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this ____

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 47.

City of Wichita
City Council Meeting

January 10, 2006

Agenda Report No. 06-0049

TO: Mayor and City Council

SUBJECT: VAC2004-00024 Request to vacate a platted utility easement, generally located southwest of 21st Street North & Webb Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve

MAPC Recommendation: Approve (Unanimously)

Background: The applicant proposes vacation of the platted 20-foot utility easement located between Lots 4 & 5, Block 1, the Wilson Estates Medical Park 2nd Addition. A proposed boundary shift will reconfigure Lots 4 & 5. The easement will move with the new property/lot line. There are no utilities, water or sewer in the easement. A condition of approval was the dedication of an easement to replace the vacated easement: the applicant recorded the easement with the Register of Deeds, Film/Page 28589615. The site is in CUP DP 260. The Wilson Estates Medical Park 2nd Addition was recorded January 8, 2004.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 48.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0050

TO: Mayor and City Council

SUBJECT: VAC2005-00041 Request to vacate the plattor's text to allow additional uses in a platted reserve, vacate a portion of the reserve and vacate a portion of a platted utility easement, generally located midway between Central Avenue & 13th Street North, west of Webb Road, more specifically southeast of Gatewood and Autumn Chase Streets. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve

MAPC Recommendation: Approve (Unanimously)

Background: The applicant is requesting consideration for the vacation of a portion of Reserve F that abuts the rear lot line of Lot 4, Autumn Chase Addition and the restriction of uses in the plat's text for platted Reserve F, Autumn Chase Addition, to allow only "SF-5" uses and an easement in that vacated portion of the platted reserve. The applicant is also requesting that the platted 10-foot utility easement located along the rear lot line of Lot 4, Autumn Chase Addition, be vacated. The uses that Reserve F has been set aside for include drainage purposes, landscaping, sidewalks, gazebos, pools and related recreational facilities, tennis courts, lights, benches, exercise trails, lakes and a floodway. There are already some utilities in the reserve, which, per the plat's text are not allowed. The applicant requests the vacations to allow an addition to the single-family residence on the site. The rear yard setback is per the UZC for the "SF-5" zoning district, any encroachments into the rear yard setback, as established by the Vacation Order will seek remedy by either an administrative adjustment or a variance. The Autumn Chase Addition was recorded with the Register of Deeds April 15, 1987.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: None

Legal Considerations: A certified copy of the Vacation Order, a covenant, a 10-foot utility easement and a hold harmless agreement will be recorded with the Register of Deeds

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 49.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0051

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 1 – Air Midwest, Inc. – Use of Facility

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Air Midwest, Inc. is interested in continuing to lease a hangar/office facility they constructed in 1975 on Wichita Mid-Continent Airport. Effective May 1, 2003, Air Midwest began paying facility rent in addition to land rent through April 30, 2005.

Analysis: Air Midwest is desirous of continuing its relationship with the WAA by leasing this facility which houses its airline administration, dispatch, flight control and training. The term of the agreement is for a two-year period commencing May 1, 2005 through April 30, 2007.

Financial Considerations: The facility has been appraised by the Martens Companies. The fair market rental value is \$75,550 per year. All maintenance associated with the facility will be the responsibility of Air Midwest, with the exception of structural and roof repairs.

Legal Considerations: This supplemental agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1, and authorize necessary signatures.

Agenda Item No. 50.

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0052

TO: Wichita Airport Authority

SUBJECT: Airparts Company – S. A. No. 10

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Airparts is desirous of extending its current agreement for one additional year for the use of an office/ warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts has occupied the space since January 1, 1996.

Analysis: Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility. An appraisal has been conducted by the Martens Companies to determine the fair market rental value of this facility.

Financial Considerations: Total annual rent will be \$10,793.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Agenda Item No. 51

City of Wichita
City Council Meeting
January 10, 2006

Agenda Report No. 06-0053

TO: Wichita Airport Authority

SUBJECT: FAA Master Site Lease – Colonel James Jabara Airport Lease Number DTFACE-06-L-00021

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease.

Background: The WAA has previously entered into leases with the FAA for use of land on Mid-Continent and Jabara Airports. These leases, referred to as Master Site Leases, provide for use of various areas on both airports for the installation, operation and maintenance of the navigational aides necessary for the operation of an airport. The equipment is provided and maintained by the FAA.

Analysis: This Master Site Lease supersedes the existing Master Site Lease agreement, dated August 19, 1985, between the FAA and the Wichita Airport Authority. The agreement is for a 20-year term; however, may be cancelled by the FAA with a 60-day written notice.

Financial Considerations: There are no monetary considerations.

Legal Considerations: The Master Site Lease has been approved as to form by the Department of Law.

Recommendations/Actions: Approve the Master Site Lease renewal for Colonel James Jabara Airport, and authorize the necessary signatures.